

# Official Contest Rules

## Contest Sponsors

**“What images best capture what studying in the U.S. means to you?”** is sponsored by the US Department of State, Consulate General Jerusalem and EducationUSA.

## Description of Contest Objectives

**To raise awareness about International Education Week (IEW) 2013, encourage the Palestinian public to consider studying in the U.S., and increase familiarity with America House, the Consulate General’s cultural center in Jerusalem.**

## Platform(s)

Events from this contest may be announced and promoted on various social media platforms including Facebook, Twitter, e-mail and websites for the Consulate General, AMIDEAST, and EducationUSA, but contest entry and administration will take place through e-mail. Contest winners may also be announced on Facebook; however Facebook is not a partner or sponsor of the contest.

## How to Enter

Enter by submitting one photograph or digital image in high resolution 6 Megapixels and above to [JerusalemIEW@state.gov](mailto:JerusalemIEW@state.gov).

Once a photograph is submitted, it is considered a final submission and may not be modified, edited, or replaced. Individual contestants may submit no more than one photo.

Participation in this contest is automatically deemed as acceptance of these Official Contest Rules.

A submission must be an original photograph or digital image, taken by the contestant.

The contest commences at midnight in Jerusalem. Entries may be submitted between October 17, and November 11. Judging begins on November 12 and ends on November 17.

## Content Requirements

- a. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local laws and must not contain content or images that could

be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all Submissions must be suitable for a global, public audience.

- b. Submissions must be original content created by the Contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (d)). Contest Sponsors recognize no allowance for "fair use" of copyrighted material, nor do Contest Sponsors recognize allowance for use of licensed materials created or owned by a third party.
- c. The Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- d. In the event of any question or difference of view regarding compliance with, interpretation, or application of these Content requirements or other provisions of these Official Contest Rules, the Contest Sponsors reserve the exclusive right to resolve such questions or differences of view in their sole discretion.
- e. By submitting a photograph to the contest, the Contestant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the photograph (or from the individuals' parent/legal guardian if any such individuals are considered a minor in their country of residence), and that he or she has obtained the necessary rights, licenses, consents, and permissions to use all material such as music, images, text and other content in the submission. The Contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the Photo Submission at the Contest Sponsors' sole and absolute discretion.

f. **Technical Format Requirements**

Photo submissions must be in .jpg, .bmp, or .gif format, approximately six megabytes, but photo size must be no smaller than 1024x768 pixels. Submissions should not have any visible watermarks, signatures, or personally identifiable information.

Retouching of Photos: The submitted photograph cannot be significantly retouched: nothing in the photograph (people, animals, scenery, objects, etc.) may be altered, removed, augmented or rearranged. Cropping is permitted, as is modest darkening or lightening of parts of the image.

## Eligibility

- a. Contestants must be at least 13 years old on the date of entry into the contest. Parental consent is required for individuals under the age of 18. Contestants must be residents of Jerusalem, the West Bank, and Gaza, and may not be U.S. citizens or permanent residents.
- b. The individual submitting the entry will be considered the Contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual. In order to be eligible for the prize, the Contestant must provide complete and accurate information.
- c. The following individuals are not eligible to participate in the contest: employees, directors, and officers of: the Contest Sponsor, the Platform(s), the U.S Government, or contractors of the U.S. Government; or distribution agencies, web design agencies, advertising agencies, fulfillment agencies, as well as judging and Contest agencies involved in the administration, development, fulfillment, and execution of this Contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.
- d. Once a submission has been accepted for entry into the contest, the contestants name or User ID and country may be publicly identified at the sole discretion of the Contestant.

## Selection of Winners

- a. All photos are subject to pre-screening by the Contest Sponsor(s) to ensure compliance with these Official Contest Rules. The Contest Sponsor(s) reserve(s) the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning photo submission has fully complied with these Official Contest Rules before posting to the contest site, awarding prize, recognizing a winner, etc.
- b. **Judges:** Consulate General and EducationUSA staff
- c. **Judging Criteria:** originality, creativity, and diversity
- d. **Finalists:** Each finalist will be required to sign and return to the Contest Sponsors an affidavit of eligibility and liability/publicity release, provide a short biography (where applicable), and a brief statement about the submission; otherwise they will be ineligible to compete for the prize(s). The inability of Contest Sponsors to contact a potential finalist may result in disqualification and/or selection of an alternate finalist from among all remaining eligible submissions.
- e. **Winners:** Each winner will be required to sign and return to the Contest Sponsors an affidavit of eligibility and liability/publicity release, provide a short bio (where applicable), and a brief statement about the submission. The inability of Contest Sponsors to contact a potential winner may result in disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

f. Winner(s) will be contacted via e-mail at the e-mail address they provided for registration. Each winner may be required to sign and return to the Contest Sponsors an affidavit of eligibility and liability. The inability of Contest Sponsors to contact a potential winner may result in disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

### **Prize(s)**

- a) Winning photographs will be displayed in a mural at America House, the Consulate General's cultural center in Jerusalem. One grand prize winner will receive a pizza party for up to twenty (20) friends at America House in Jerusalem. If permits for travel to Jerusalem are not approved, the party will take place at America House Ramallah or other American Corner.
- b) Winning photographs may be displayed on Consulate General Jerusalem's website, social media properties and/or in the Consulate General itself.
- c) Any unused portion of the prize is not transferable, convertible, or exchangeable and cannot be taken as cash. All taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

### **Liability and Rights**

- a. The Contest Sponsors do not necessarily endorse any submitted photo or messages expressed therein, and the Contest Sponsors expressly disclaim any and all liability in connection with the submitted photos including disputes between collaborators related to a Submission.
- b. The Contest and its sponsors do not permit copyright infringing activities or infringement of any other intellectual property rights, and Contest Sponsors reserve the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.
- c. Contestants retain sole ownership of their original work. The submission remains the intellectual property of the contestant, and the Contest sponsors and US Government make no claim of copyright as to the work of any individual who enters the contest. Contestant specifically agrees to give the Contest Sponsor permission to use all content submitted for purposes of judging the contest. Finalists and/or winners will be required to grant Contest Sponsors, with proper attribution through whatever means they deem appropriate, a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display the

submission. Submission, in any media formats and through any media channels in perpetuity in connection with the activities and operations of the Contest.

- d. Contestant assumes sole responsibility for the contest submission and the material contained in it, and also for the consequences of submitting or posting it.
- e. The Contest Sponsors reserve the right at any time, to verify the validity of entries and of Contestants and to disqualify any Contestant or entry deemed not in compliance or any entry deemed not in accordance with these Official Contest Rules. The Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules. If a prize or any portion thereof, is unavailable, the Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.
- f. If this Contest is interfered or tampered with in any way by a Contestant, or a person acting on the Contestant's behalf, or, if, as a consequence of such interference, the Contest is not capable of being reasonably conducted in the manner anticipated by the Contest Sponsors, the Sponsors reserve the right, in their sole discretion and to the fullest extent permitted by law to disqualify any interfering Contestant and/or modify, suspend, terminate or cancel the Contest.
- g. In addition, the Contest sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of platform; (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- h. Contest Sponsors reserve the right to suspend, terminate or cancel the Contest at their discretion for any reason.
- i. Contestant agrees to defend, indemnify and hold harmless the Contest Sponsors, their parent, subsidiary and affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Official Contest Rules (ii) violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the Contest; or (iii) any claim that a Contest Submission(s) caused harm to a third party. This defense and indemnification obligation will survive indefinitely beyond the conclusion of the Contest and your use of the Contest and platform sites.
- j. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law.

- k. Contest sponsors and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data, but cannot be liable for its full protection. Contact information provided by contestants may be stored by Consulate General Jerusalem and may be used to contact contestants for other purposes in the future, but this information will not be shared.
- l. Contest Sponsor is not liable for any disputes between collaborators related to a contest submission.
- m. At their sole discretion, Contest Sponsors may contact Contestants to propose collaboration on additional projects.

### **Limitations of Liability and Release**

- a. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the Contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Contest site in whole or in part for any reason; traffic congestion on the Internet or the Contest site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest.
- b. Contest Sponsors are not responsible for any typographical errors in the announcement of prizes or these Official Contest Rules, or any inaccurate or incorrect data contained on the contest site. Use of Contest site is at user's own risk. Contest Sponsors are not responsible for any personal injury, property damage, or losses of any kind which may be sustained to user's or another person's computer equipment resulting from participation in the Contest, use of the Contest site or the downloading of information from the Contest site. By participating in the Contest, the Contestant releases Contest Sponsors from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest.

- c. Contest Sponsors are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other reason.

### **Privacy Act Statement**

Articulate (1) the legal authority by which the Personal Information is being collected (i.e., the legal authority for running the contest) by statute, executive order, regulation, etc., then (2) explain what information is being collected, and (3) how it will be used]. [Link: [Privacy Act Statement Guide and Template](#)]